IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

WEDNESDAY, THE 29TH NOVEMBER 2006 / 8TH AGRAHAYANA 1928

WP(C).No. 30616 of 2006(T)

PETITIONER:

JOSE THOMAS M.,
GOVERNMENT CONTRACTOR, JOSE BUNGLOW,
PIDAVOOR P.O., PATHANAPURAM, KOLLAM DISTRICT.

BY ADV. SRI.K.BABU THOMAS
SMT.MARYKUTTY BABU

RESPONDENTS:

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1. UNION OF INDIA, REP. BY THE
GENERAL MANAGER, SOUTHERN RAILWAY,
HEAD QUARTERS, CHENNAI-600 003.

2. THE CHIEF ENGINEER,
SOUTHERN RAILWAY, (CONSTRUCTION),
THYCAUD P.O., THIRUVANANTHAPURAM.

3. SRI. R.K.GOYAL,
CHIEF ENGINEER (CONSTRUCTION),
SOUTHERN RAILWAY, TRIVANDRUM-14.

4. THE DEPUTY CHIEF ENGINEER(CONSTRUCTION),
SOUTHERN RAILWAY, KOLLAM.

BY ADV. SRI.ALEXANDER THOMAS, SC,RAILWAYS

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 29/11/2006, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

C.N.RAMACHANDRAN NAIR,J.

W.P.C.NO. 30616 OF 2006

Dated this the 29th day of November, 2006

JUDGMENT

Heard counsel for the petitioner and standing counsel for the Railways. Petitioner was awarded contract for earth work for construction of 9 KMs. of railway line in the Kollam-Thenkasi route. The total contract amount was Rs. 2.96 crores. The contract was awarded on 4.7.2005 and ought to have been completed in six months time that is at least by early 2006. However, the total work, according to railways, completed by the petitioner as of now is Rs. 76 lakhs. Even though petitioner was given extension of time for completion of work upto 31.8.2006. Petitioner did not do any serious work, but has come to this Court stating that there was legal bar against proceeding with the work because of stay and other prohibitory orders. However, it is clearified by railways that stay and prohibitory orders pertain to only 10 metres as against 9000 metres entrusted to the petitioner for completion of work. Contract of railway work is time frame and I am of the view that Railway should insist timely completion of project. It

is basically infrastructural facility for national development. Therefore under no circumstances, Court should interfere with the railways' efforts to complete the work within the schedule fixed by them. Therefore prima facie I am of the view that cancellation of contract and the proposal for retender are perfectly justified. There is no need for this Court to go into petitioner's claims because contract provides for settlement of disputes arising out of contract through arbitration. Cancellation of contract and retender by the railways are upheld. However, petitioner is free to raise all his claims before the arbitrator by seeking arbitration.

W.P. is closed.

(C.N.RAMACHANDRAN NAIR)
Judge